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**REVOCATION OF POWER OF
ATTORNEY WITH
NEW POWER OF ATTORNEY
AND
CHANGE OF CORRESPONDENCE ADDRESS**

Application Number	10/661,159
Filing Date	12 September 2003
First Named Inventor	Vargas
Art Unit	3736
Examiner Name	Apanius, M.
Attorney Docket Number	ENDOV-001/US

I hereby revoke all previous powers of attorney given in the above-identified application.

☐ A Power of Attorney is submitted herewith.

OR

☒ I hereby appoint the practitioners associated with the Customer Number: 51947

☒ Please change the correspondence address for the above-identified application to:

☒ The address associated with
Customer Number:

51947

OR

☐ Firm or
Individual Name

Address

City

State

Zip

Country

Telephone

Email

I am the:

☐ Applicant/Inventor.

☒ Assignee of record of the entire interest. See 37 CFR 3.71.
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

SIGNATURE of Applicant or Assignee of Record

Signature

Name

Frank D. Nguyen

Date

11/28/07

Telephone

(408) 523-2129

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below*.

☐ *Total of _____ forms are submitted.

This collection of information is required by 37 CFR 1.36. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. **SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.**

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

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STATEMENT UNDER 37 CFR 3.73(b)Applicant/Patent Owner: Intuitive Surgical, Inc.Application No./Patent No.: 10/661,159 Filed/Issue Date: 12 September 2003

Entitled: "Shape-transferring cannula system and method of use"

Intuitive Surgical, Inc., a Corporation
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest
(The extent (by percentage) of its ownership interest is _____ %)

in the patent application/patent identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: Jaime S. Vargas To: Intuitive Surgical, Inc. Endonav, Inc
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: Endonav, Inc. To: Intuitive Surgical, Inc.
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Frank D. Nguyen
Signature

11/28/07
Date

Frank D. Nguyen
Printed or Typed Name

(408) 523-2129
Telephone Number

Vice President, Intellectual Property and Licensing
Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

ASSIGNMENT OF RIGHTS

Whereas—

Endonav, Inc.

("Assignor"), a Delaware corporation having a place of business at 1266 Kifer Road, Sunnyvale, California 94086 is the owner of the following applications for United States patent filed as applications number

10/661,159;
10/899,561; and
11/479,704.

Accordingly, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys, and delivers to:

Intuitive Surgical, Inc.

("Assignee"), a Delaware corporation having a place of business at 1266 Kifer Road, Sunnyvale, California 94086 and its successors and assigns, the entire right, title, and interest throughout the world in the above mentioned United States patent applications as fully and entirely the same as would have been held and enjoyed by the Assignor if this Assignment had not been made, including all claims for damages and other remedies for past and future infringements of these applications and associated patents, along with the right to sue for and collect such damage and other remedies for the use and benefit of Assignor, and its successors and assigns. This Assignment includes authorization to apply for, and all rights associated with, all continuing and counterpart patent applications and their associated patents of every country and region, including continuations, divisions, reissues, and extensions thereof, and all rights of priority resulting from the filing of said applications.

For Endonav, Inc.:



Marshall Mohr, President

Date

NOVEMBER, 8, 2007

October 29, 2007

VIA EMAIL

Mr. Jamie Vargas
Endonav, Inc.

Re: Assignment and Cooperation with Patent Prosecution and Enforcement

Dear Mr. Vargas,

EndoNav, Inc. ("EndoNav") and Vanodne Acquisition Corporation (of which, Intuitive Surgical, Inc. is the parent) (together "Intuitive") are merging. You are a named inventor on three relevant patent applications. Intuitive wishes to secure your cooperation relating to these U.S. Patent Applications, Nos. 10/661,159, 10/899,561, and 11/479,704, [REDACTED] and any subsequent continuations, continuations-in-part, divisionals, reissues, reexaminations, extensions, or foreign counterparts ("Relevant IP") and the assignment of any rights you possess therein. By signing this letter assignment ("Assignment") below, you ("Assignor") agree to the following in exchange for \$100.00 and as additional consideration for execution of the Agreement and Plan of Merger among Intuitive, EndoNav, yourself and Kenneth J. Kelley, both as members of Stockholder Representative Committee ("Merger Agreement").

1. **Assignment of Rights.** Assignor does hereby sell, transfer, convey, assign, and deliver to Intuitive all of Assignor's right, title, and interest in and to the Relevant IP in all fields, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Letter Assignment had not been made, and all claims for damages and other remedies for past and future infringements of the Relevant IP, along with the right to sue for and collect such damage and other remedies for the use and benefit of Intuitive and its successors, assigns, and other legal representatives.

2. **Filing, Prosecution, and Maintenance.** Intuitive, at Intuitive's expense, shall have the sole and exclusive right, but not the obligation to file applications for and to control the prosecution and maintenance of any Relevant IP, [REDACTED]

INTUITIVE

SURGICAL®

3. **Cooperation.** At Intuitive's expense, Assignor will cooperate with Intuitive for the purpose of filing, prosecuting, and enforcing the Relevant IP, including the execution and delivery of any and all legal papers, documents, or oaths which may be deemed necessary or desirable by Intuitive for the filing, prosecution, and enforcement of the Relevant IP or to record this Assignment of the Relevant IP to Intuitive. Assignor hereby designates Intuitive as its agent for, and grants to Intuitive a power of attorney, which power of attorney shall be deemed coupled with an interest, for the purpose of effecting this Assignment or any documents for prosecution of the Relevant IP in such cases as the Assignor cannot or will not execute such documents in a timely manner.

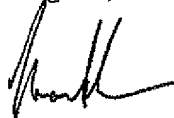
4. **Representations and Warranties.** I represent and warrant as follows with regard to the Relevant IP:

[REDACTED]

(b) Prior to this Assignment, I have not assigned any rights or interest in U.S. Patent Application Nos. 10/661,159, 10/899,561, and 11/479,704 to any entity other than EndoNav and outside of the prior assignment to EndoNav, there are no encumbrances on such patent applications or third party conflicts with my rights to such patent applications.

In addition, you are party to the Employment/Consulting Agreement, dated April 30, 2004 with EndoNav ("Employment Agreement"). You hereby acknowledge and agree that the Employment Agreement is terminated as of the date hereof, and is of no further force and effect, and that you are no longer entitled to any of the benefits or rights described in the Employment Agreement, including, but not limited to, the separation benefits described in the Employment Agreement. You hereby release, waive and forever discharge EndoNav from all claims which you may have ever had, now have, or hereafter can, shall or may have against EndoNav arising out of or related to the Employment Agreement.

Best regards,



Marshall Mohr
Intuitive Surgical

JAIME VARGAS

By: _____

Title: _____

Date: _____

SV585840.1

980 Kiler Road • Sunnyvale, California 94086 • U.S.A.
1266 Kiler Road • Sunnyvale, California 94086 • U.S.A.
PHONE: 408.523.2100 • FAX: 408.523.1390 • www.intuitivesurgical.com

029884-0022

3. **Cooperation.** At Intuitive's expense, Assignor will cooperate with Intuitive for the purpose of filing, prosecuting, and enforcing the Relevant IP, including the execution and delivery of any and all legal papers, documents, or oaths which may be deemed necessary or desirable by Intuitive for the filing, prosecution, and enforcement of the Relevant IP or to record this Assignment of the Relevant IP to Intuitive. Assignor hereby designates Intuitive as its agent for, and grants to Intuitive a power of attorney, which power of attorney shall be deemed coupled with an interest, for the purpose of effecting this Assignment or any documents for prosecution of the Relevant IP in such cases as the Assignor cannot or will not execute such documents in a timely manner.

4. **Representations and Warranties.** I represent and warrant as follows with regard to the Relevant IP:

[REDACTED]

(b) Prior to this Assignment, I have not assigned any rights or interest in U.S. Patent Application Nos. 10/661,159, 10/899,561, and 11/479,704 to any entity other than EndoNav and outside of the prior assignment to EndoNav, there are no encumbrances on such patent applications or third party conflicts with my rights to such patent applications.

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Best regards,

Intuitive Surgical

JAIME VARGAS

By: Jaime Vargas

Title: PRESIDENT & CEO

Date: _____